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NORTH CAROLINA

WAKE COUNTY

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY (PROTECTIVE COVENANTS)

THIS DECLARATION, made this 30th day of May,
1991, by CHERYL GARDNER KOPP and husband, ELLIOT J. KOPP,
citizens and residents of Wake County, North Carolina;

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner and developer of the
real property hereinafter described.

NOW, THEREFORE, in consideration of the premises and the
mutual benefits and duties herein contained, Declarant hereby
declares that the real property hereinafter described shall be
held, sold, and conveyed subject to the following covenants,
easements, conditions, and restrictions, all of which are for the
purpose of protecting the value and desirability of, and which
shall run with, the real property described and be binding on all
parties having any right, title, or interest therein, along with
their heirs, successors, and assigns, and which shall inure to
the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. Declarant shall mean and refer to Cheryl Gardner
Kopp and husband, Elliot J. Kopp, owner and developer of AVANLEA
Subdivision, their successors and assigns.

Section 2. Properties shall mean and refer to the real
property hereinafter described.

Section 3. Lot shall mean and refer to any plot of land
shown upon the recorded AVANLEA Subdivision map, more
particularly described as follows:

BEING all of lots one through ten inclusive of AVANLEA
Subdivision, as shown on map recorded in Book of Maps 1990,
Page 481, Wake County Registry.

Section 4. Common Area shall mean and refer to all of
Lot 11 on the recorded AVANLEA Subdivision map which shall be
maintained by the collective owners of the ten building lots for
the common use and enjoyment of said members.

Section 5. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of AVANLEA.

Section 6. Improvement shall mean any structure erected on any lot, including residences, buildings, fences, walls, outside lighting, screen planting, accessory buildings, greenhouses, playhouses, satellite dishes, antennae, doghouses and dog runs, etc. as well as adding or removing square footage area to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any structure.

ARTICLE II - PURPOSE

The purposes for which the properties are subjected to this Declaration of Protective Covenants and Restrictions are:

1. To insure the best use and the most appropriate development and improvement of each lot;
2. To protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property;
3. To preserve, so far as practicable, the natural beauty of said property;
4. To insure the highest and best development of the property;
5. To encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots;
6. To prevent haphazard and inharmonious improvements of lots;
7. To guard against the erection thereon of poorly designed or proportioned structures, and structures of improper or unsuitable materials;
8. To obtain harmonious and pleasing color schemes;
9. To secure and maintain proper set-backs and adequate free spaces between structures;
10. To generally provide adequately for a high type and quality of improvements in said property;

11. To enhance the values of investments made by purchasers of lots.

ARTICLE III - PROPERTIES

Section 1. INITIAL PROPERTIES. The real property initially subjected to this Declaration of Restrictions and Protective Covenants is located in the County of Wake, State of North Carolina, and is described as follows:

Being all of Tracts one through ten of the subdivision known as AVANLEA, as shown on that plat recorded in Book of Maps 1990, Page 481, Wake County Registry.

ARTICLE IV - ARCHITECTURAL COMMITTEE

Section 1. SITE AND PLAN APPROVAL. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned improvements; no improvements shall be erected, placed, altered, or allowed to remain on any premises in said subdivision until the site plans, building plans and specifications thereof, showing the nature, kind, shape, height, materials and locations of the proposed improvements with respect to topography and finished ground elevation are approved by an Architectural Committee composed of three persons designated and appointed by Declarant, their successors or assigns. Said location of any accessory building is to conform to the harmony, general tone and development of AVANLEA Subdivision. No metal building of any kind is permitted.

Section 2. CONTROL AND INSPECTION. No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements may be undertaken without prior review and express written approval of the Architecture Committee.

In general, no exterior alterations, or additions to buildings or garages or accessory buildings shall be considered for approval unless such alterations or additions are in harmony with existing structures, as to style, shape, color and size.

In general, the construction of fences, walls and other structures and the planting of screens will not be permitted if in the opinion of the Architectural Committee such construction or planting constitutes an unreasonable obstruction of the view of another building site.

Section 3. APPROVAL AND DISAPPROVAL. In the event that the Architectural Committee fails to approve or disapprove the site

or design or any proposed improvements in writing within sixty (60) days after plans and specifications therefor have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Architectural Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.

Section 4. TREE REMOVAL. No excessive removal of living trees shall be allowed by the Architectural Committee with the exception of necessary clearing for construction and building sites. No tree having a diameter of 10 inches or more (measured from a point 2 feet above ground level) shall be removed from any lot without written authorization from the Architectural Committee.

ARTICLE V - BUILDING AND USE

Section 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes with the exception of an inconspicuous in-home business not visible from the exterior. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height, a private garage for not more than four cars, and guest house and/or cabana.

Section 2. USE OF LOTS. Without the approval of Declarant, no lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

Section 3. DWELLING SIZE. Except with the prior written approval of Declarant and/or Architectural Committee, no single-story residential structure which has a finished heated area of less than 2800 square feet, exclusive of porches, breeze-ways, basements, steps and garages, or unfinished areas shall be erected or placed or permitted to remain on any lot. No story and one-half, two story, three story, or split-level residential structure which has a finished heated area of less than 3400 square feet, exclusive of basements, porches, breeze-ways, steps and garages, and unfinished area shall be erected or placed or permitted to remain on any lot. In addition, every dwelling shall have an enclosed garage for at least two cars and not more than four cars. In addition to one dwelling, a guest house of not less than 800 square feet nor more than 1200 square feet, may also be constructed on any lot provided it is accompanied by a main dwelling. Such guest house shall not be rented without the express written approval of the

Declarant. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

Section 4. DRIVEWAYS. All driveways must be constructed of asphalt, cement, or brick pavers from the Street (Erin's Way) to each house including parking areas. An exception for finely crushed dark grey stone will be allowed at the sole discretion of the Declarant and/or Architectural Committee, provided that 100 linear feet the width of a normal driveway from Erin's Way towards the dwelling is paved in either asphalt, cement or brick pavers. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration, and for purposes hereof, any violation which does not exceed 20% shall be considered a minor violation.

Section 5. CONSTRUCTION. Unless otherwise approved by Declarant, construction of the main residential structure on any lot must be commenced within two years of the purchase of said lot and must be completed within 18 months of commencement.

Section 6. LANDSCAPE PLANS. Prior to the completion of construction and/or occupancy of any dwelling, building, guest house, outbuilding, or other structure which shall be erected on any lot, there shall be submitted to the Declarant and/or Architectural Committee for approval plans for the proposed landscaping to be done in connection with the construction and use of such dwelling, building, guest house, outbuilding or other structure. Plans must show the location and variety of each proposed or existing tree and shrub in relation to the structure and shall conform to the natural setting of AVANLEA and harmonize with the theme of development and the existing dwellings.

Section 7. BUILDING LOCATION. Front setbacks will be determined by the Architectural Committee and/or Declarant based on proposed building sites which vary with each of the ten lots in AVANLEA. Each individual lot owner can select his building site which will then be approved for front setbacks. No building shall be located nearer to the rear line than the minimum rear setback allowed by the appropriate governmental authority having jurisdiction over the zoning of the subject property. No building or other permitted accessory building or garage shall be located nearer than 20 feet to an interior lot line. Declarant reserves the right to waive in writing any violation of this Declaration, and for purposes hereof, any violation which does not exceed 10% shall be considered a minor violation.

Section 8. PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner, and owners of lots shall not be permitted to park their boats, trailers, campers, automobiles or other similar property on the private (Erin's Way) road. Such property shall be parked in a garage or screened so as not to be visible from the street or from other building sites.

Section 9. UTILITY YARD. All pens, yards and houses for pets, above ground storage of any materials, clotheslines, tool shops and workshops, garbage and trash cans, and any other structures or objects such as above ground air conditioning and heating equipment and other mechanical equipment must be screened from view by shrubbery or a fenced utility yard approved by the Architectural Committee.

Section 10. PRIVATE ROAD DAMAGE. All contractors and therefore Homeowners who hired them, are responsible for any damage done to the private road, Erin's Way, in AVANLEA Subdivision, due to negligence, improper construction practices, overloaded trucks, or willful destruction of property.

Section 11. TEMPORARY STRUCTURES. Except with the prior written consent of the Declarant and/or the Architectural Committee no trailer, tent, shack, barn, or other outbuilding shall be erected or placed on any lot for occupancy during the course of construction.

Section 12. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises. No business activity, with the exception of that listed in Section 1 of Article V, or trade of any kind whatsoever, which shall include, but not be limited to, a fraternity house, a rooming house, boarding house, antique shop or gift shop, shall be conducted on any lot. Except with prior approval of the Declarant or the Architectural Committee, no communication tower, television tower, satellite dish or other outdoor communication device shall be erected or placed upon any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided they are not raised, bred or kept for commercial purposes. Any property owner keeping a household dog, cat or other pet shall be responsible for keeping said pet within his own yard or properly leashed and curbed at all times.

Section 13. APPEARANCES. Each lot owner shall keep his yard free of tall grass and weeds, unsightly undergrowth, dead

trees, trash, and rubbish, and shall keep said yard properly maintained so as to present a pleasing appearance. In the event an owner does not properly maintain his building site as above provided, in the opinion of the Architectural Committee, the Declarant may have the required work done and the costs thus incurred shall be paid by the owner.

Section 14. COMMON AREA AND PRIVATE ROAD MAINTENANCE. The common area which is all of Lot 11 on the recorded AVANLEA Subdivision map, shall be maintained by the collective owners of the ten building lots for common use and enjoyment of said members.

ARTICLE VI - UTILITIES

Section 1. UNDERGROUND LINES. All telephone, electric, and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

Section 2. CONTRACT FOR UNDERGROUND LINES. Declarant reserves the right to contract with Carolina Power and Light Company, or its successors and assigns, for the installation of underground electric facilities for service. Upon acceptance of a deed to a lot, each owner agrees to pay to Carolina Power and Light Company the continuing monthly payment or the one time lump sum charge therefor as approved by the North Carolina Utilities Commission, or its successors.

ARTICLE VII - EASEMENTS

Section 1. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 2. LOTS 1 AND 2. An easement for ingress, egress and regress shall be granted to the owners of Lots 1 and 2, their heirs, successors and assigns, over the private road (Erin's Way) as shown on the plat of AVANLEA Subdivision recorded in Book of Maps 1990, Page 481, Wake County Registry.

ARTICLE VIII - GENERAL PROVISIONS

Section 1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years

unless an instrument signed by seventy percent (70%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. ENFORCEMENT. The covenants are binding upon and may be enforced by the Declarant, their heirs, successors, and assigns and by the owner or owners of any of the lots, their heirs, successors, and assigns, by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction contained herein. Damages shall not be deemed to be the exclusive remedy for any breach or violation of any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, as well as other available relief either at law or in equity. Any party to a legal proceeding who succeeds in enforcing a covenant or restriction or enjoining the violation of a covenant or restriction shall be entitled to be awarded a reasonable attorney's fees against the violator.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order in no way affects any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

Section 4. DISCLOSURE. Certain lots subjected to these Protective Covenants make use of a low pressure sewer system. Declarant reserves the right to subject said lots to a contract with a company licensed and regulated by the North Carolina Utilities Commission, the purpose of which is to provide for the operation, treatment and maintenance of said systems. Said contract may provide for a continuing monthly payment to said company by the owners of said lots.

IN WITNESS WHEREOF, Declarant has set their hands and seals the date first above written.

Cheryl Gardner Kopp (SEAL)
CHERYL GARDNER KOPP

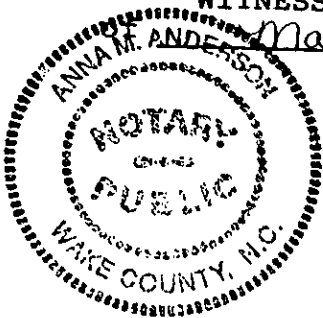
Elliot J. Kopp (SEAL)
ELLIOT J. KOPP

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NORTH CAROLINA; WAKE COUNTY

I, Anna M. Anderson, a Notary Public of the County and State aforesaid, certify that CHERYL GARDNER KOPP and ELLIOT J. KOPP, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 28th day May, 1991.



Anna M. Anderson
NOTARY PUBLIC

My Commission Expires: November 6, 1994

The foregoing Certificate(s) of Anna M. Anderson is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS, REGISTER OF DEEDS FOR WAKE COUNTY

By: Jasha B. Medlin Deputy/Assistant Register
of Deeds